

Maxim Master Rules and Promotion Rules

Following is a list of the Promotions currently running at <https://covergirl.maxim.com> and the Maxim Master Rules which apply to all Promotions.

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A. Current Promotions

Following is a list of the Promotions currently running at <https://covergirl.maxim.com>. This list of Promotions will be updated as Promotions end and new Promotions are launched.

- The MAXIM Cover Girl 2025 Competition
 - **Promotion ID:** 1
 - **Promotion Period:** The Promotion begins at 9:00 p.m. Eastern Time ("ET") on January 6, 2025 and ends at 9:00 p.m. ET on July 17, 2025
 - **Promotion Rules URL:** <https://covergirl.maxim.com/rules/cover-girl-2025-competition>

- The MAXIM Hot Girl Summer Competition
 - **Promotion ID:** 2
 - **Promotion Period:** The Promotion begins at 9:00 p.m. Eastern Time ("ET") on January 6, 2025 and ends at 9:00 p.m. ET on May 18, 2025
 - **Promotion Rules URL:** <https://covergirl.maxim.com/rules/hot-girl-summer-competition>

- The MAXIM ICON 2025 Competition
 - **Promotion ID:** 4
 - **Promotion Period:** The Promotion begins at 9:00 p.m. Eastern Time ("ET") on January 7, 2025 and ends at 9:00 p.m. ET on August 23, 2025
 - **Promotion Rules URL:** <https://covergirl.maxim.com/rules/icon-2025-competition>

- The MAXIM Model Referral Video Challenge
 - **Promotion ID:** 5
 - **Promotion Period:** The Promotion begins at 9:00 p.m. Eastern Time ("ET") on January 6, 2025 and ends at 9:00 p.m. ET on March 31, 2025
 - **Promotion Rules URL:** <https://covergirl.maxim.com/rules/model-referral-video-challenge>

- The MAXIM Hot Shot Challenge March 2025
 - **Promotion ID:** 9
 - **Promotion Period:** The Promotion begins at 9:00 p.m. Eastern Time ("ET") on February 28, 2025 and ends at 9:00 p.m. ET on April 30, 2025
 - **Promotion Rules URL:** <https://covergirl.maxim.com/rules/hot-shot-challenge-mar>

- The MAXIM Profile Potential Challenge March 2025
 - **Promotion ID:** 10
 - **Promotion Period:** The Promotion begins at 12:00 a.m. Eastern Time ("ET") on March 1, 2025 and ends at 11:59 p.m. ET on April 30, 2025
 - **Promotion Rules URL:** <https://covergirl.maxim.com/rules/profile-potential-challenge-mar>

- The MAXIM Shades of Grey 2025 Competition
 - **Promotion ID:** 11
 - **Promotion Period:** The Promotion begins at 9:00 p.m. Eastern Time ("ET") on March 19, 2025 and ends at 9:00 p.m. ET on August 27, 2025 (the "Promotion Period").
 - **Promotion Rules URL:** <https://covergirl.maxim.com/rules/shades-of-gray-2025-competition>

B. Maxim Master Rules

The following Maxim Master Rules apply to all Promotions.

Maxim Master Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING. PLEASE READ THESE RULES CAREFULLY. AS EXPLAINED BELOW, THE RULES REQUIRE THAT DISPUTES ARISING OUT OF OR RELATING TO THIS PROMOTION BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS OR JURY TRIALS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

1. **Application Of These Rules:** These rules, known as the “**Maxim Master Rules**,” or “**Master Rules**” shall apply to any promotional program, offer, sweepstakes, competition, contest, or similar giveaway (collectively, the “**Promotion(s)**”) conducted through Maxim Licensing Inc. that specifically refers to these Master Rules. Maxim Licensing Inc. reserves the right to modify or amend these Master Rules at any time. Any such modification will not affect any Promotion in existence as of the date of the modification, except as provided in Rule 20 below. In the event of a conflict between the terms of these Master Rules and the rules announced for a specific Promotion (the “**Promotion Rules**”), the Promotion Rules will apply. For each Promotion, these Master Rules and the applicable Promotion Rules shall be collectively referred to as the “**Official Rules**”.
2. **Additional Definitions:**
 - a. “**Sponsor**”: is Maxim Licensing Inc., 19100 Ridgewood Parkway, Suite 1200, San Antonio, TX 78259. Mail-in entries are not accepted at this address.

- b. **“Promotion Administrator”**: is SweepstakesPros. The Promotions are administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070. Mail-in entries are not accepted at this address.
- c. **“Promotion ID”**: is a unique Promotion ID for each Promotion which can be found in Rule 1 of its Promotion Rules.
- d. **“Promotion Name”**: is a unique name for each Promotion which can be found in Rule 2 of its Promotion Rules.
- e. **“Entrant”**: is a person who successfully entered a Promotion by following the instructions in the applicable Promotion Rules.
- f. **“Sweepstakes”**: are Promotions where winners are selected randomly. If a Promotion is a Sweepstakes, it will be indicated in its Promotion Rules.
- g. **“Contests”**: are Promotions where Entrants compete based on skill, knowledge, or ability. Contest winners shall be determined by objective criteria, such as judging, voting, or scoring. Contests shall include the features and terms listed in Rule 12 below. If a Promotion is a Contest, it will be indicated in its Promotion Rules.
- h. **“Competitions”**: are Promotions where Entrants compete based on skill, knowledge, or ability. Competition winners shall be determined by objective criteria, such as judging, voting, or scoring. Competitions shall include the features and terms listed in Rule 11 below. If a Promotion is a Competition, it will be indicated in its Promotion Rules.
- i. **“Repeat Competitions”**: are Competitions that occur periodically. They can be recognized by the recurring use of the same name in the promotion title. For example, “MAXIM Hot Girl Summer 2025” and “MAXIM Hot Girl Summer 2026” would be instances of Repeat Competitions.
- j. **The “Website”**: is located at <https://covergirl.maxim.com>.
- k. **“Model”**: is an Entrant in a Competition.
- l. **An “Entry”**: is the act of successfully participating in a Promotion by adhering to the instructions outlined in the applicable Promotion Rules. An Entry includes all content submitted to receive the Entry including but not limited to all Entry Materials.
- m. **A “Cover Image”**: Each Competition will require the Entrant to submit one (1) photograph that will serve as the main image for the Competition.
- n. **A “Profile”**: A public profile on the Website that summarizes information about the Entrant and displays media submitted by the Entrant, along with other information and data, will automatically be created for each Entrant upon first Entry. Entrants may modify and add to their Profile at any time; however, Entrants may change, but not delete, an Entry in a Promotion once that Entry has been submitted to a Promotion. A Profile is required for all Entrants to enter and be eligible to win Promotions. Deleting a Profile will remove the Entrant from all Promotions in which they are currently entered.
- o. **“Interview”**: Entrants may be required to participate in one or more interviews set up by the Sponsor. See Rule 11.g.i.1) for more details.
- p. **“Photoshoot”**: Entrants may be required to participate in one or more photoshoots set up by the Sponsor. See Rule 11.g.i.2) for more details.
- q. **“Maxim Content”**: any and all content including, but not limited to, essays, photographs, video, film, audio, or other recording, still or moving, taken of or created by Entrant as part of any Photoshoot and/or Interview.
- r. **“Entry Materials”**: encompass all content submitted with an Entry, including, but not limited to, audio, essays, photographs, videos, a Cover Image, and Additional Entry Materials (as defined in Rule 10.b below). In addition, Maxim Content, the content of each Entrant’s Profile,

including, but not limited to, all media (such as audio, essays, photographs, and videos) that are added to the Entrant's Profile shall also be considered part of Entry Materials.

s. **“Voter”**: A voter is a qualified individual who votes for an Entrant/Entry in any Promotion.

3. **Eligibility**: Promotions are open only to individuals who meet the following criteria:
 - a. Are legal residents of the 50 United States and the District of Columbia (the **“Territory”**);
 - b. Be at least 18 years of age and have reached the legal age of majority in their state of residence on the earlier of: (i) the date any Entry Materials were created, or (ii) at time of Entry in the Promotion;
 - c. Are located in the Territory at the time of Entry;
 - d. Have never been convicted of a felony or any crime of moral turpitude; and
 - e. Are not otherwise prohibited from Entry as set forth herein.

Sponsor, Promotion Administrator, Maxim Licensing Inc., and their respective parent companies, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of any Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, **“Promotion Parties”**), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate. The Promotions are subject to all applicable federal, state, municipal, and local laws and are void outside the Territory and where prohibited by law.

4. **Additional Eligibility Requirements for Competition Grand Prize Winners**: Any individual who has been selected as a Grand Prize Winner in a Competition is ineligible to enter the same Repeat Competition for a period of twenty-four (24) months from the date they were announced as the Grand Prize Winner. However, such Grand Prize Winner may participate in any other Competitions for which they meet the eligibility requirements.
5. **Decisions**: By participating in one or more Promotions, Entrants and Voters agree to abide by and be bound by the Official Rules and the decisions of the independent Promotion Administrator, which shall be final in all matters relating to all Promotions. Entrants and Voters waive any right to challenge or appeal such decisions by the Promotion Administrator, including without limitation, any decision relating to the interpretation or application of these Official Rules or the selection of any winner or the disqualification of any Entrant, Entry, or Vote.
6. **Promotion Periods**: The start and end dates of a Promotion shall be listed in the applicable Promotion Rules (each a **“Promotion Period”**). The Sponsor's designated server will be the official timekeeper for the Promotions.
7. **How to Enter a Promotion**: Follow the entry instructions outlined in the Promotion Rules during the specified Promotion Period. Entrants must follow all instructions and rules in the Promotion Rules, follow the submission requirements set forth below, and comply in all respects with the Official Rules. All Entries are subject to review and acceptance by Sponsor and/or Promotion Administrator. By submitting an Entry, each Entrant represents that his/her Entry conforms to the submission guidelines set forth below and with all of the Official Rules, and the Entrant agrees that the Promotion Administrator, in its sole discretion, may remove his/her Entry and disqualify the Entrant from any Promotion if it believes, in its sole discretion, that the Entry fails to conform to the submission requirements or to the Official Rules in any way.
8. **Withdrawal Requests & Refunds**: By participating in a Promotion as an Entrant or a Voter, you understand that an Entrant may request their Entry to be removed from one or more Promotions. Such withdraw requests may take up to forty-eight (48) hours to be processed and an Entrant's Profile may still remain active until such withdrawal request has been completed. Entrants and Voters acknowledge and agree that no refunds will be given when an Entrant makes such a removal

request. As such, Sponsor does not encourage withdrawal or voluntary removal from any Promotion, as this may do a disservice to Voters. By voting, Voters understand and acknowledge that no refunds will be provided should an Entrant be eliminated, disqualified, or willingly withdraw from one or more Promotions. Voters acknowledge that there are no exceptions to this policy.

9. **Text Messages.** If you provide your mobile phone number during Entry and consent to receive text messages from Sponsor, you will receive up to one hundred (100) texts per week from an automated system and you agree that Sponsor may contact you via text message for any purpose related to any Promotion you have entered. Standard message and data rates may apply. Text STOP to unsubscribe. Text HELP to get help. Consent to receive text messages is not required to buy goods and services. Please consult the terms and conditions in your individual service plan prior to signing up for text messages.

10. **Conditions of Submission:**

a. **Submission Guidelines:**

- i. Any Entry submitted must be created by the Entrant alone.
- ii. The Entry must be Entrant's original creation; modifying, enhancing or altering a third party's preexisting work does not qualify as an Entrant's original creation.
- iii. Any Entry, including, but not limited to, all photos and videos, must include only the Entrant, no other individuals may be depicted in the Entry.
- iv. Photographs in Entries may be in color or black-and-white. Photos must be formatted as .webp, .jpg, .heic, or .png files and can be a maximum of 5 MB in size.
- v. Videos in Entries must be uploaded in one of the following formats: .mov, .avi, .mkv, .mp4, .m4v, .mpg, .mpeg, .wmv and .3gp and must be no more than two (2) minutes long and no more than 250 MB in size.
- vi. Videos submitted in Entries must not contain music.
- vii. The submitted photos and videos in Entries must include the Entrant only and no other people.
- viii. All Entries must be in English.

- b. **Additional Conditions of Submission:** Entrants agree that Sponsor or Promotion Administrator may contact Entrant, by telephone, text, email, regular mail, or overnight mail for any purpose relating to any Entry in a Promotion. Promotion Administrator and Sponsor reserve the right, in their reasonable discretion, during or upon completion of any Promotion Period, to request that any Entrant resubmit his or her Entry and/or Entry Materials and/or request that Entrant submit additional Entry Materials ("**Additional Entry Materials**") prior to any voting or judging period.

Any Entry which the Promotion Administrator, in its sole opinion, deems to be inappropriate for publication or inclusion in any Promotion will not be considered or displayed and the corresponding Entrant will be disqualified. Entry cannot, in the opinion and sole discretion of the Promotion Administrator or Sponsor: (i) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about the Promotion Parties or their products, or other people, products or companies; (v) contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vi) contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (vii) **contain or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or**

advertise or promote any brand or product (except Sponsor's) of any kind, without permission; (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; or (ix) be in violation of any law.

By submitting an Entry each Entrant represents and warrants that: (i) his/her Entry is the sole and exclusive property of the Entrant; (ii) Entrant owns or otherwise has rights to use all elements of the Entry (including but not limited to the right to the images, photographs, or videos submitted as part of the Entry); (iii) the Entry has not been copied in whole or in part from any other work; (iv) the Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person or entity (including but not limited to rights of privacy or publicity or portrayal in a false light); (v) the participants depicted in the Entry (if any) have given written consent to its submission into any Promotion and use as contemplated by the Official Rules and Entrant can supply proof of permission if requested by Promotion Administrator or Sponsor; (vi) publication of the Entry via various media including web posting, will not infringe on the rights of any third party. Each Entrant agrees to indemnify, defend, and hold harmless any Promotion Parties from any claims to the contrary.

If you believe your Entry was rejected in error, you may contact customer support via the chat interface on the Website.

Rights Granted Maxim Content: To the maximum extent permitted by law, any and all Maxim Content shall be the property of Sponsor, and may be displayed, used or altered by Sponsor (or anyone Sponsor authorizes) for any purpose without any kind of payment to you. It also means that Sponsor or any of their affiliates may produce, market, sell or otherwise distribute products based on (in whole or in part) the Maxim Content. This means you irrevocably and forever grant and assign to Sponsor all worldwide right, title, and interest in and to Maxim Content (and all works derived from it) as well as all intellectual property you create by participating in Photoshoots and Interviews. You expressly waive all rights to review or approve any use that Sponsor makes of Maxim Content in accordance with these Official Rules. By entering, you further agree to waive all rights of attribution and integrity if Maxim Content is used by Sponsor or anyone Sponsor authorizes, and to waive any moral rights in the Maxim Content. By submitting an Entry, you further agree to confirm the above in writing.

Rights Granted to Entries: To the maximum extent permitted by law, by submitting your Entry, you grant Sponsor an unlimited, worldwide, irrevocable, perpetual, royalty-free, and non-exclusive license to use, display, reproduce, modify, publish, distribute, and create derivative works from your Entry, excluding all Maxim Content which includes all content created from Photoshoots and Interviews, in whole or in part, in any media now known or hereafter developed, for any purpose (including, but not limited to, use in Maxim publications, Maxim events, and Maxim memberships) without any kind of payment to you. This license also allows Sponsor and its affiliates to produce, market, sell, or otherwise distribute products based on (in whole or in part) your Entry. You expressly waive all rights to review or approve any use that Sponsor makes of your Entry in accordance with the Official Rules. By entering, you further agree to waive all rights of attribution and integrity if your Entry is used by Sponsor or anyone Sponsor authorizes, and to waive any moral rights in the Entry. By submitting an Entry, you further agree to confirm the above in writing.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY AND MAXIM CONTENT MAY BE POSTED/PUBLISHED IN SPONSOR'S WEBSITES, SOCIAL MEDIAL, PRINT AND DIGITAL PUBLICATIONS, ADVERTISING, AND MARKETING / PROMOTIONAL MATERIALS IN SPONSOR'S DISCRETION. Posting of an Entry or Maxim Content is not an indication that an Entry has won a prize or is otherwise eligible for a prize.

By entering any Promotion, you agree that your Entry and Maxim Content is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in the Official Rules, and that Sponsor is free to disclose the ideas contained in the Entry and Maxim Content on a non-confidential basis to anyone or otherwise

use the ideas therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, developed by its employees or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website.

By entering any Promotion, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Entry, for Maxim Content, or for granting the Sponsor any of the rights set out in the Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in the Official Rules.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants.

11. **Competition Rules:** Unless otherwise specified in a Competition's Promotion Rules, Competitions will adhere to the following:

- a. **Competition Overview:** Maxim Competitions are a type of rolling bracket competition structure where the initial rounds do not commence simultaneously but are instead launched in staggered cohorts. Cohorts represent Groups (as defined below) of Entries starting in different time intervals, such as weekly. In the early stages, Entries in a cohort only face others within the same cohort, advancing through preliminary rounds. As the tournament progresses, Entries from separate cohorts are gradually combined into shared brackets, merging at various rounds. This continues until a final round, where the top Entries from all cohorts compete simultaneously to determine the ultimate winner(s).
- b. **A "Cohort":** is a larger set of Entries who enter a Competition at or about the same starting point and progress through the early rounds together, as identified by Sponsor for specific Competitions. Unlike groups, which are smaller subsets of Entries within a single round (e.g., 25 Entries facing off against each other, within a round with a Cohort of 500 total Entries), a cohort represents all the Entries who start the Competition within a specific timeframe, such as a week, as identified by Sponsor for specific Competitions. Each Cohort progresses independently through the tournament's initial rounds until the top competitors from each Cohort merge into combined rounds later in the Competition.
- c. **A "Group":** is a small subset of Entries within a particular round of a Competition, as identified by Sponsor for specific competitions. In each round, Entries are divided into multiple Groups, with each Group containing a set number of Entries who compete against one another to advance to subsequent rounds. For example, if there are 500 Entries in a round, they may be divided by Sponsor into 20 Groups of 25 Entries each. Entries within a group compete directly against each other, and only the top-performing Entries in each Group move forward to the next round of the Competition. The maximum size of each Group shall be specified by the Promotion Rules for each Competition. The Sponsor will determine, in its sole discretion, which Entries will participate in which Groups.
- d. **Phases & Rounds:** Each Competition shall be structured with multiple distinct "**Phases**". Phases will include one or more "**Rounds**". The scores assigned to Entries in each Round will be used to decide which Entries shall "win" and proceed to subsequent higher-level Rounds, which Entries shall "lose" and either be placed back into lower-level Rounds or removed from the Competition, and, if applicable, which Entries are "runner ups" and either be placed in another Round or removed from the Competition. The Promotion Rules will list the number of Phases, the number of Rounds, and the criteria and/or scores necessary to win, lose, and, if applicable, be selected as a runner up in each Round at each level. In Phases which contain Rounds that include Voting ("**Voting Rounds**"), an Entry's participation in each subsequent Voting Round begins as soon as the previous Voting Round completes, unless the subsequent Round start date / time is delayed waiting for a sufficient number of Round Entrants. The start and end dates and times for each Round will be specified in the applicable Promotion Rules.

- e. **Overtime:** Each Voting Round has a stated end time as specified in the Promotion Rules. Votes will be calculated during the Voting Round by the Sponsor, and the rankings may be posted on the Website. The “Leaders” of a Group within a Round are the Entries that would be selected as winners at the end of the Round based on the current number of accumulated Votes/scores. If there are no changes in the Leaders of a Group during the final sixty (60) minutes of the stated end time of a Voting Round or during any Overtime Window (as described below), the Voting Round will end for that Group. Voting will be automatically extended for a Group for the period of an Overtime Window the first time the Leaders of that Group change in the final sixty (60) minutes of the original stated end time of a Voting Round and again in the event the Leaders of that Group change during any Overtime Window (“**Overtime**”) until the Leaders of that Group do not change during an Overtime Window or Overtime is concluded for that Group. The window for each extension is the “**Overtime Window**”. When Overtime is triggered for a Group, the Voting Round’s end time is extended by the applicable Overtime Window for that Group. The first Overtime Window is thirty (30) minutes, the second Overtime Window is fifteen (15) minutes, and the subsequent fifteen (15) Overtime Windows are five (5) minutes each, after which point Overtime is disabled and concluded. This means that the maximum potential Overtime for a Group within a Voting Round is up to one hundred twenty (120) minutes past the original stated end time of the Voting Round. If any Votes are received for any Entry within a Group in any Voting Round while such Group is in Overtime, and the following Round for such Group is a Voting Round which is scheduled to start at the same day and time as the end day and time of the Voting Round for the Group in Overtime, then those Votes shall be applied for such Group to both the Voting Round in Overtime and the following Voting Round.
- f. **Modification of Entries:** All Entries are subject to review and approval by Sponsor and/or Promotion Administrator prior to Entry (each an “**Approved Entry**”). While Sponsor shall try to approve Entries as quickly as possible, no time period is guaranteed for Entries to be reviewed and approved. Entrants may resubmit an Entry for a Competition at any time. However, at the end of a Round, an Entrant must have an Entry for the Competition that is an Approved Entry in order to win. Entrants should avoid changing their Entry near the end of a Competition Round or the Entrant risks losing the Round because he/she does not have an Approved Entry for that Competition when the Round ends. Unapproved Entries may still receive votes; however, they will also be ranked as if they have zero (0) votes until such Entries are approved.
- g. **Scores:** Competition Entries received during each Promotion Period will be scored each Round based on the criteria listed in the Competition’s Promotion Rules, including but not limited one or more of the following:
- i. **Judging:** All eligible Entries received during the Round will be judged by qualified judges (“**Judging**”), under the supervision of Promotion Administrator, an independent judging organization, based on the criteria specified in the Promotion Rules (the “**Judging Criteria**”). Judging Criteria for a Round may also include one or more of the following:
- 1) **Interviews:** Entrants may be required to participate in one or more short Interviews setup by the Sponsor. Interviews shall be performed over video conferencing software and recorded. If an Entrant is not available, for any reason, at the reasonable time(s) designated by Sponsor for such Interviews, Entrant’s Entry shall be disqualified and removed from the Competition. Entrants will be notified by Sponsor or Promotion Administrator via email, phone, or text, if they are required to participate in an Interview.
 - 2) **Photoshoots:** Entrants may be required to participate in all activities related to one or more Photoshoots setup by the Sponsor. Photoshoot photographers subject to change. Content created in Photoshoots will then

be judged by the judges. If an Entrant is not available, for any reason, to participate at the reasonable date(s), times(s), and location(s) designated by Sponsor for such Photoshoots, Entrant's Entry shall be disqualified and removed from the Competition. Entrants will be notified by Sponsor or Promotion Administrator via email, phone, or text, if they are required to participate in a Photoshoot. Entrants must be able to travel and participate in such Photoshoot on dates as designated by Sponsor or Photoshoot will be forfeited in its entirety and Entrant's Entry shall be disqualified and removed from the Competition. Photoshoots include round-trip economy air transportation from the major airport nearest winner's residence to the major airport nearest the Photoshoot location (as determined in Sponsor's sole discretion) and hotel accommodations for the Entrant for the number of nights specified in the Promotion Rules.

- ii. **Voting:** Voting for each Round shall begin and end at the times specified in the Competition's Promotion Rules (each a "**Voting Period**"). During a Voting Period, Voters may vote by online vote, subject to the limitations listed in the Official Rules ("**Voting**"). Votes (as defined below) and Voters are subject to verification by the Promotion Administrator and/or Sponsor. Votes (as defined below) will not be assigned to Entrants and their Entries until such Votes and/or Voters have been verified and the Entrant's Entry has been verified. **Entrants are prohibited from voting and/or providing compensation to any Voter to vote on their behalf.**

- 1) **Public Votes:** There are two types of "**Public Votes**":

- a) **Free Votes:** To cast a free vote, go to the Website and locate the official voting form. Follow the instructions, complete all required fields, and submit to vote (a "**Free Vote**"). Individuals may cast one (1) Free Vote per person/email address per Entrant per day, during any Voting Period without making a purchase.
- b) **MAXIM NEXT Votes:** Voters may earn the opportunity to cast additional votes for one or more Entrants by purchasing MAXIM NEXT Magazine issues ("**MAXIM NEXT Votes**"). The number of MAXIM NEXT Votes earned per purchase will be announced on the Website and may change, at Sponsor's sole discretion, at any time during a Voting Period. If a MAXIM NEXT issue is purchased directly from an Entrant's profile, the MAXIM NEXT Votes received by the Voter for such purchase will be automatically allocated to that Entrant. When purchasing MAXIM NEXT issues from other sources, purchasers may have the option to designate which Entrant receives the MAXIM NEXT Votes. MAXIM NEXT purchases and MAXIM NEXT Votes are limited to individuals who have reached the legal age of majority in their state of residence. MAXIM NEXT purchase and MAXIM NEXT Votes are void where prohibited or otherwise restricted by applicable law. MAXIM NEXT purchase transactions involving account adjustment transactions/returns, declined credit or debit transactions are not eligible for MAXIM NEXT Votes. Entrants are not permitted to receive or cast MAXIM NEXT Votes, including by purchasing MAXIM NEXT issues or allowing others to use an Entrant's payment methods, accounts, or funds to acquire MAXIM NEXT issues ("**Fraudulent Votes**"). Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify Entrants who may have received Fraudulent Votes.

- 2) **Allocation of Public Votes:** When Public Votes are awarded, the Public Votes are allocated to an Entrant, in which case the Public Votes will immediately be applied to all Entries submitted by the Entrant in all currently

running Competition Rounds that use Voting for winner determination, in which the Entrant has submitted an Entry, subject to the limitation listed in each Competitions Promotion rules.

- 3) **Award Votes:** An Entrant may receive one or more “**Award Votes**” or “**Prize Votes**” as a prize in a Round, subject to verification, or for performing one or more activities offered by Sponsor. The number of Award Votes received for each prize/activity may or not be listed on the Website prior to completing the Round or activity. The number of Award Votes will be disclosed when they are earned, and while different Rounds and activities may award different amounts of Award votes, all Entrants receiving Award votes from the same activity will receive the same number of Award votes.
- 4) **Allocation of Award Votes:** When Award Votes are awarded, the Award Votes are allocated either to: (i) an Entrant, in which case the Award Votes will immediately be applied to all Entries submitted by the Entrant in all currently running Competition Rounds that use Voting for winner determination, in which the Entrant has submitted an Entry, subject to the limitation listed in each Competition’s Promotion rules; or (ii) a specific Competition Round in which the Entrant is actively participating in at the time of the award. The method in which Award Votes shall be allocated will be listed on the Website.
- 5) **Vote Carryovers & Vote Resets:** The total number of Public Votes and Award Votes received by each Entrant in each Round of a Competition will be carried over to the subsequent Round(s) of the same Competition, except for Rounds **that specify “Vote counts start at 0”** in the Promotion Rules (a “**Vote Reset Round**”). In such cases, the Public Vote and Award Vote counts for all Entrants participating in a Vote Reset Round will be reset to zero (0) for the indicated Round. In general, Votes counts will start at zero (0) when an Entry moves into a new Group where the competitors are different from the previous Group to ensure fair competition.

Public Votes (Free Votes and MAXIM NEXT Votes) and Award Votes are all considered “**Votes**”.

- h. **Re-entry:** If an Entrant’s Entry is eliminated from a Competition by losing a Round, the Entrant may re-enter the Competition using a new Entry, if the entry is substantially different than prior Entries submitted in the Competition, and registration for the Competition is still open. Each Entrant may have only one (1) Entry in a Competition at a time.
12. **Contest Rules:** Unless otherwise specified in a Contest’s Promotion Rules, Contests will adhere to the following:
- a. **Scores:** Contest Entries received during each Promotion Period will be scored on the criteria listed in the Contest’s Promotion Rules, including but not limited one or more of the following:
 - i. **Judging:** All eligible Entries received during the Promotion Period will be judged by qualified judges (“**Judging**”), under the supervision of Promotion Administrator, an independent judging organization, based on the criteria specified in the Promotion Rules (the “**Judging Criteria**”).
 - ii. **Voting:** Voting shall begin and end at the times specified in the Contest’s Promotion Rules (each a “**Voting Period**”). During a Voting Period, Voters may “**Vote**” by online vote, subject to the limitations listed in the Official Rules (“**Voting**”). Votes and Voters are subject to verification by the Promotion Administrator and/or Sponsor. Votes will not be assigned to Entrants and their Entries until such Votes and/or Voters have been verified and the Entrant’s Entry has been verified.

13. **Winner Selection:** The method(s) of selecting winners for each Promotion shall be listed in the applicable Promotion Rules. Winner selection methods may include, but are not limited to the following:
- a. **For Sweepstakes:** On or about fourteen (14) days after the conclusion of the applicable Promotion Period, or entry period if applicable, one or more random drawings will be conducted by the Sponsor from among all eligible Entries received, during the applicable Promotion Period or entry period.
 - b. **For Competitions / Contests:** Eligible Entries, received during each Round, based on their total scores (or Votes as applicable) at the end of each Round, may be designated as a winner, runner-up winner, or loser. The Entry that receives the highest total score greater than zero (0) at the end of a Round will be deemed the 1st place winner (or other title as specified in the Promotion Rules). If applicable, the Entry that receives the next-highest total score greater than zero (0) (after the 1st place winner) will be deemed the next highest winner, and so on until all the winners and runner-up winners specified in the Promotion Rules for that Round have been determined. All other Entries are deemed to be losers of that Round. All winners and runner-up winners are subject to verification. Prizes may, or may not, be offered for winners and/or runner-up winners of each Round as specified in the Promotion Rules. In the event of a tie, at any level, based on judging (or a combination of voting and judging), the tied Entries will be re-judged by the judges using the same criteria. If there is a subsequent tie, the tie breaker will be based upon the highest score in the first Judging Criterion, continuing thereafter to each Judging Criterion in order, as needed, to break the tie. In the event of a tie based on Voting, winner will be determined by the Entry that reached the total score first. Entries that receive a score of zero (0) (or zero [0] Votes as applicable) in a Round, shall be ineligible to be selected as a winner or runner-up winner for such Round.
14. **Odds of Winning:**
- a. **Odds of Winning Sweepstakes:** The odds of winning a Sweepstakes prize depend on the number of eligible Entries received for each drawing.
 - b. **Odds of Winning Competitions / Contests:** The odds of winning a Competition / Contest prize depend on the number and caliber of eligible Entries received.
15. **Prizes & Approximate Retail Value (“ARV”):** Refer to the Promotion Rules for specific prize details. All prize amounts are listed in United States Dollars. Prizes must be accepted as awarded. All characteristics and features of the prize(s), including, but not limited to, color (if applicable), except as otherwise explicitly stated in Promotion Rules, is/are at the Sponsor’s sole and absolute discretion. No substitution, cash redemption, sale or transfer of any prize is permitted except at Sponsor’s sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. PRIZES ARE AWARDED “AS IS” WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. WINNERS OF PRIZES AGREE THAT SPONSOR, AND THE PROMOTION PARTIES, HAVE NEITHER MADE NOR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZES, INCLUDING BUT NOT LIMITED TO THEIR QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. All federal, state, and local taxes, and all other costs associated with acceptance or use of any prize, are the sole responsibility of the applicable winner. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator. Arrangements for delivery of prizes will be made after winner validation. Prizes will be awarded only to an address within the Territory provided they are claimed properly in accordance with the Official Rules. At the Sponsor’s discretion, prizes that are not claimed properly in accordance with the Official Rules may not be awarded. Winner of a prize is responsible for any other fees or costs associated with the prize which are not specifically included in these Official Rules. Prizes may not be transferred or substituted by potential winners. Arrangements for delivery of each prize will be made after winner validation. At the Sponsor’s discretion, unclaimed prizes may not be awarded. In no event will more than the stated number of prizes be awarded. If due to a printing, production or other error, prize notifications are

delivered to Entrants in error or the number of prize notifications or claims exceeds the stated number of prizes stated in the applicable Promotion Rules, the intended prizes will be awarded to those properly selected in accordance with the Official Rules or the Promotion Administrator may, in its sole discretion, select winners from among all eligible Entrants or from among all persons holding verified and valid prize claims for such prizes using: a) For Sweepstakes: a random drawing; or b) For Contests: the scores received for the Entries or the judging and/or scoring procedures listed in the Promotion Rules. If a prize includes:

- a. **Cash:** Cash prizes may be awarded in the local currency of the winners (at the exchange rate applicable at the time of the allocation of the prize). The form of payment and the type of currency awarded for each cash prize shall be at the sole discretion of the Sponsor or as required by law.
- b. **An Automobile or Other Vehicle:** If required by law, the winner of a vehicle must be a licensed driver and, if required, will be required to provide proof of insurance at time of delivery.
- c. **Travel:** All travel dates and arrangements are subject to availability. All travel and prize-related activities will be coordinated through Sponsor, at Sponsor's sole discretion. PLEASE BE ADVISED WINNER MUST POSSESS A MAJOR CREDIT CARD WHICH WILL BE REQUIRED AT HOTEL CHECK-IN TO COVER ANY MISCELLANEOUS EXPENSES. Actual value of the trip portion of a prize will depend on airfare fluctuations and point of departure. Any difference between stated value and actual value will not be awarded. If required in the Promotion Rules: (i) trip winner(s) must complete the trip by the date listed in the Promotion Rules or prize may be forfeited, at Sponsor's sole discretion; or (ii) trip winners must be able to travel on dates as designated by Sponsor or prize will be forfeited in its entirety. Trip must be booked at least thirty (30) days prior to departure. Dates of trip, location, and all travel arrangements / accommodations are at Sponsor's sole discretion and are subject to availability, blackout dates, and change. If, in the sole judgment of the Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation may be substituted for round-trip air travel, but no additional compensation will be offered. All travel expenses not specifically listed, including but not limited to, transportation between winner's home and major closest airport (as determined by Sponsor), ground transportation, meals, incidentals, gratuities, airline fees, fuel, surcharges (including NAV surcharges), airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are winner's and his/her travel companion's responsibility and must be paid by winner with a credit card at the time of booking, where applicable. If winner may bring one or more travel companions on the trip: (i) Winner and travel companion(s) must travel on the same itinerary and must comply with all security requirements; (ii) If a winner's travel companion is a minor in his/her state of residence, he/she must be accompanied by a parent/legal guardian; and (iii) Winner's travel companion(s) (or travel companion's parent/legal guardian if travel companion is a minor) may be required to sign and return a travel/liability release, and where lawful, a publicity release within a stated amount of time as a condition of travel. Once travel documents are issued, neither travel arrangements nor travel companion(s) may be changed without the approval of Sponsor. A trip winner and his/her travel companion(s) may also be required to provide, upon request, sufficient information to ensure that he/she is not positive for COVID-19. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. The Promotion Parties are not liable for delays, cancellations, or unforeseen events related to the flights. No liability or responsibility is assumed by any of the Promotion Parties resulting from or related to inability or failure of winner and his/her travel companion(s) to travel or to participate in prize events due to illness, any quarantine requirements, or other events beyond Sponsor's control. Trip winner and his/her travel companion(s) are responsible for procuring adequate documentation for international travel, if required, or personal travel insurance prior to departure, if desired.
- d. **A Car Rental:** The car rental shall be subject to car rental company restrictions, and other equipment rentals as listed. Please be advised to receive the car rental portion of the prize,

the driver must be 25 years of age or older, have a valid driver's license that has been held a minimum of one year, and possess a major credit card (debit cards may not be accepted). Car rental may be subject to additional supplier restrictions.

- e. **Attending an Event:** Tickets and seating are subject to availability. The terms, conditions, and policies applicable to the tickets will apply. The Promotion Parties assume no responsibility if an event is cancelled, postponed, suspended or rescheduled.
- f. **A Gift Card:** Use of gift cards is subject to the terms, conditions and policies of the issuer.
- g. **A Photoshoot:** Entrants must be able to travel and participate in such Photoshoot on dates as designated by Sponsor or Photoshoot will be forfeited in its entirety and Entrant's Entry shall be disqualified and removed from the Competition. Photoshoots include round-trip air transportation from the major airport nearest winner's residence to the major airport nearest the Photoshoot location and hotel accommodations for the Entrant for the number of nights specified in the Promotion Rules, all as determined in Sponsor's sole discretion.
- h. **Participation in an Activity:** including, but not limited to, travel, an event, or a Photoshoot, the winner agrees to maintain their behavior in accordance with all applicable laws and generally accepted moral and social practices while participating in any such activity. The winner further understands and agrees that the Promotion Administrator has the right, in its sole discretion, to disqualify and/or remove the winner from any activity at any time, if it determines that the winner's behavior at any point is disruptive or inappropriate, or may or does cause damage to person, property, or the reputation of the Promotion Parties, or otherwise violates the policies of any prize providers.
- i. **Extra Life Points:** Prizes offered in Competitions may include Extra Life Points ("**Extra Life Points**"). When an Entrant accumulates one hundred (100) Extra Life Points, those Extra Life Points will automatically be exchanged for an "**Extra Life**", and the Entrant's total accumulated Extra Life Points will be reduced by one hundred (100) Extra Life Points.

When an Entrant receives an Extra Life, it will be automatically applied to an Entrant's losing Entry in the first Voting Round of any Competition in which:

- i. Entries are placed in Groups;
- ii. The Voting Round is a round where Vote counts start at 0;
- iii. The Voting Round is not the last of such Round in the Competition; and
- iv. The Entrant has a losing Entry

When an Extra Life is automatically applied to a losing Entry, the Entry will progress to compete in a different Group in the same Voting Round that the Entry lost, instead of advancing to the Round it would have progressed to as a loser or being eliminated from the Promotion as specified by the Promotion Rules for losers of that Round. Voting Rounds that qualify for Extra Life application will be marked on the competition dashboard on the Website if the Entrant has won an Extra Life that has not yet been applied to a Voting Round.

- j. **Digital Mystery Prize:** A "**Digital Mystery Prize**" consists of a predetermined number of Award Votes and/or Extra Life Points that will be revealed to the winner upon winning this prize.
16. **Entrant Verification:** In the event of a dispute regarding the identity of the person submitting an entry, the Entry will be declared made by the person in whose name the Entry was made. The Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering any Promotion in accordance with the Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.

17. Disqualification:

- a. **Of Entries & Entrants:** Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with the Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into or be eligible to win a prize in the applicable Promotion. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under the Official Rules will not be entered into any Promotion and may result in disqualification of the Entries and the responsible Entrant(s), as determined by the Promotion Administrator in its sole and absolute discretion. Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process; who acts in an unsportsmanlike, disruptive or unfair manner and/or with intent to annoy, abuse, threaten, or harass any other person/entity; and/or who otherwise fails to comply with the Official Rules.
 - b. **Of Votes and Voters:** Votes which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with the Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the applicable Promotion. Multiple votes received from any person or email address in excess of the stated number allowed in any Promotion will be void. Any attempt by any Entrant or voter to obtain more than the stated number of votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, Fraudulent Votes, or any other methods, will void those votes. If an Entrant is suspected by the Promotion Administrator to be encouraging or involved in the creation of Fraudulent Votes or votes in violation of these Official Rules, the Entrant and/or the Entrant's Entries may be disqualified and such Entrant may be excluded from some or all future Promotions, as determined by Promotion Administrator in its sole discretion. Promotion Administrator reserves the right, in its sole discretion, to select alternate winners should the voting appear to have been tampered with or manipulated in any way.
18. **Notification & Validation of Winners:** Potential winners, at Promotion Administrator's discretion, will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, an assignment or license of rights to Entry Materials and MAXIM Content, background check consent form (if applicable), tax forms, and where lawful, a publicity release within a stated amount of time as a condition to receive any prize. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with the Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize without further notice, and may also result in the selection of an alternate winner from the remaining eligible Entries based on: (i) For Contests: the scores received for each Entry or, if applicable, the judging and/or scoring procedures listed in the Promotion Rules; or (ii) For Sweepstakes: a random drawing.
19. **Limitations:** To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, Entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, not delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, Entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to Entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of any Promotion; (vii) incorrect or inaccurate Entry information whether caused by Entrants or by any of the equipment or programming associated with or utilized in any Promotion; (viii) any typographical or other error in the printing or

advertising related to any Promotion, in the administration or execution of any Promotion, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in the promotion, administration, or execution of any Promotion; or (x) cheating or fraud by any participant. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in any Promotion, if possible.

20. **Modification, Suspension and Termination:** If for any reason any Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, legal mandate, social media mandate, pandemic, epidemic or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of any Promotion, or if any Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect votes and/or Entries/Entrants and/or modify, suspend, and/or terminate any Promotion, including the selection of winners in a manner the Promotion Administrator deems fair and reasonable, including the selection of winners from among all eligible, non-suspect Entries received prior to such modification, suspension or termination using: (i) For Contests: the scores received for each Entry or, if applicable, the judging and/or scoring procedures listed in the Promotion Rules; or (ii) For Sweepstakes: a random drawing. Thereafter, Sponsor reserves the right to accept no further Entries and award no further prizes.
21. **Limitation of Liability and Releases:** By participating in any Promotion, Entrants and Voters agree (and agree to confirm in writing): (i) to the maximum extent permitted by law, that all causes of action arising out of or connected with any Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; (ii) to release, defend, indemnify and hold harmless any Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action whatsoever related to Entrant's or Voter's participation in any Promotion, including, but not limited to, personal injury, death, or damage to or loss of property arising out of participation in any Promotion or Promotion activity, the acceptance, possession, use, inability to use, or misuse of any prize received in any Promotion, or the use of any photo, video or Entry; and (iii) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter or vote, as applicable, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU. FOR CALIFORNIA ENTRANTS: EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE PROMOTION PARTIES. SECTION 1542 READS AS FOLLOWS: "CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY".**
22. **Media Release:** By accepting a prize or participating in a prize award activity, each Entrant consents to being filmed, recorded, and/or photographed in connection with such activity (collectively "**Recordings**") and agrees that the Sponsor will have full ownership rights to such Recordings. Except where prohibited by law, participation in any Promotion constitutes each Entrant's permission for the Promotion Parties and their affiliates, agents, and agencies to use each Entrant's name, photograph, video, voice, likeness, biographical information, Entry, Entry Materials, and/or any Recordings for advertising, publicity and promotional purposes in all media now known or hereinafter invented, worldwide, in perpetuity, without compensation, notification, or permission.
23. **Privacy:** The personal information collected through any Promotion is subject to Sponsor's Privacy Policy located at <https://covergirl.maxim.com/privacy-policy>. In the event of any conflict between the Official Rules and this Privacy Policy, the Official Rules shall control. By entering any Promotion, each Entrant agrees that the Sponsor, its agents and/or representatives (including the Promotion

Administrator) may store, share and use the personal information he/she submitted with his/her Entry for the purpose of administering any Promotion and agrees to the collection, use and disclosure of his/her personal information as described in the Official Rules, in the above Privacy Policy and as permitted by law. Without limitation, Sponsor may share Entrants' personal information with advertising agencies and social media websites/applications with whom Sponsor works in order to advertise and promote Sponsor's goods/services and other goods/services that may be of interest to Entrant. Entrants may opt-out of these advertisements / promotions without affecting their chances of winning any Promotion.

24. **Choice of Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with any Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. These Master Rules and all Promotion Rules are protected by U.S. and International copyright laws. Reproduction and distribution of the Master Rules and/or Promotion Rules without written permission from the Promotion Administrator is prohibited. Copr. 2020-2025 Promotion Administrator.

25. **BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.** Except where prohibited by law, as a condition of participating in this Promotion, you agree as follows (the "**Arbitration Agreement**"):

a. **Binding Arbitration Agreement.** Except as otherwise stated below, any and all legal issues, claims or disputes arising out of or connected or related in any way to the Promotion, including but not limited to your entry in the Promotion, participation in any Promotion-related activities, and any prize offered or awarded, shall be resolved through final, binding arbitration. Except as otherwise stated below, you specifically agree that, except as otherwise provided herein, your participation in the Promotion waives (i) all rights to bring a lawsuit based on such claim(s) or dispute(s), (ii) any right to have such lawsuit resolved by a judge or a jury, (ii) any right to punitive, incidental or consequential damages, and (ii) any right to bring a claim by class action.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1 et seq.). Any arbitration will be commenced and administered by JAMS under the rules of JAMS, including [JAMS Consumer Arbitration Minimum Standards](#). If JAMS' criteria are met by the nature of the dispute, you agree that the arbitration shall be conducted under [JAMS Streamlined Arbitration Rules & Procedures](#). Judgment upon any arbitration award may be entered in any court of competent jurisdiction.

Each party will pay the fees for his/her or its own attorneys. If you are unable to pay JAMS' filing fees, Sponsor will pay all arbitration filing fees. If JAMS is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with these rules, then you agree that the dispute will be resolved by another arbitration administrator, to be selected by agreement of the parties.

The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except that this sentence shall not apply to the Class Action Waiver provisions described below. The arbitrator will render a decision in writing. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. This Arbitration Agreement will survive the termination of the Promotion.

b. **Damages Waiver: You shall not be permitted to obtain awards, and you hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses**

incurred to participate in this Promotion. You further waive all rights to have damages multiplied or increased.

- c. **Excluded Disputes.** Notwithstanding the binding arbitration requirement set forth in this section, you may bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual, non-class, non-representative basis, and any such claims shall be limited to the maximum allowed amount in such small claims court and shall be subject to the Damages Waiver set forth above. You may also have the right to seek injunctive relief in a court of law, but you hereby agree that any lawsuit must be brought in a federal or state court located within Santa Clara County, California and you irrevocably consent to the exclusive jurisdiction of such courts.
 - d. **Class Action Waiver.** To fullest extent permitted by applicable law, you agree to bring any claim or dispute, whether in arbitration, or court as permitted by these terms, **ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION.** There shall be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity. Regardless of anything else in this Arbitration Agreement and/or the applicable JAMS rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of the Promotion
 - e. **One-Year Time Limit to Raise Disputes or Claims.** You agree that any dispute, claim, arbitration or action regardless of form, that may arise out of or related to the Promotion, must be filed within ONE (1) YEAR of the omission, event or occurrence giving rise to the dispute, claim(s) or action. After the expiration of the one-year period, such dispute, claim(s) or action will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.
 - f. **Waiver of Jury Trial.** WE BOTH HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, except as provided herein. The parties are instead mutually electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
 - g. **Location of Arbitration.** Any arbitration must be brought in Santa Clara County, California, but you may choose to have the arbitration conducted by video conference technology such as zoom, or based on written submissions, and we consent to such a process.
 - h. In the event a court or arbitrator determines that any provision of this Arbitration Agreement is unenforceable, the parties agree that such determination shall not affect the validity of any other provisions of this Arbitration Agreement.
26. **Severability & Conflicts:** The invalidity, unenforceability, or illegality of any provision of the Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, the Official Rules shall remain in effect and shall be construed in accordance with their terms as if the invalid, unenforceable, or illegal provision were not contained herein. Promotion Parties' failure to enforce any term of the Official Rules shall not constitute a waiver of that provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

27. **Winners' Lists:** Winners may be included on the Website and/or on publicly available winners' lists. To view the winners' list for a Promotion, please visit <https://covergirl.maxim.com/winners>. Each Winners' list will be available after winner validation has been completed for each Promotion.
28. **Third Party Rights:** All trademarks used herein are the property of their respective owners. Manufacturers of the prizes offered in a Promotion do not sponsor or endorse any Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way. This Promotion is in no way sponsored, endorsed or administered by, or associated with Alphabet Inc., Meta, TikTok, or X Corp. You understand that you are providing your information to Sponsor and not to Alphabet Inc., Meta, TikTok, or X Corp.